

BSS, MEDREQ, REF_PTRL

**U.S. District Court
Southern District of Florida (West Palm Beach)
CIVIL DOCKET FOR CASE #: 9:10-cv-81174-JIC**

Household Life Insurance Company v. Lincoln et al
Assigned to: Judge James I. Cohn
Referred to: Magistrate Judge Barry S. Seltzer
Cause: 28:1335 Interpleader Action

Date Filed: 10/04/2010
Jury Demand: None
Nature of Suit: 110 Insurance
Jurisdiction: Federal Question

Plaintiff

Household Life Insurance Company
a Michigan corporation

represented by **Javier Asis Lopez**
Kozyak Tropin & Throckmorton PA
2525 Ponce De Leon Blvd
Suite 900
Coral Gables, FL 33134
305-372-1800
Fax: 305-372-3508
Email: jal@kttlaw.com
ATTORNEY TO BE NOTICED

Traci Hope Rollins
Squire Sanders & Dempsey LLP
1900 Phillips Point West
777 S Flagler Drive
Suite 1900
West Palm Beach, FL 33401-6198
561-650-7256
Fax: 655-1509
Email: Trollins@ssd.com
ATTORNEY TO BE NOTICED

V.

Defendant

Daniel Lincoln
individually

represented by **Jeffrey M. Brown**
Lavalle Brown Ronan & Soff
750 S Dixie Highway
Boca Raton, FL 33432-3004
561-395-0000
Fax: 395-9093
Email: CMartin@lavallebrown.com
ATTORNEY TO BE NOTICED

Defendant

Glenda Lincoln
individually

represented by **Glenda Lincoln**
7613 Coventry Forest Court

King, NC 27021
PRO SE

Defendant

Brienna Lincoln
individually

represented by **Brienna Lincoln**
7613 Coventry Forest Court
King, NC 27021
PRO SE

Date Filed	#	Docket Text
10/04/2010	<u>1</u>	Interpleader Complaint Filing fee \$350.00 receipt number 113C-3206194, filed by Household Life Insurance Company. (Attachments: # <u>1</u> Civil Cover Sheet, # <u>2</u> Summon(s), # <u>3</u> Exhibit Settlement Agreement, # <u>4</u> Exhibit Qualified Assignment, # <u>5</u> Exhibit Annuity, # <u>6</u> Exhibit Release)(Rollins, Traci) (Entered: 10/04/2010)
10/04/2010	<u>2</u>	Judge Assignment RE: Electronic Complaint to Judge James I. Cohn (vjk) (Entered: 10/04/2010)
10/04/2010	<u>3</u>	Summons Issued as to Brienna Lincoln, Daniel Lincoln, Glenda Lincoln. (vjk) (Entered: 10/04/2010)
10/05/2010	<u>4</u>	ORDER Setting Calendar Call and Trial Date, and Order of Reference to United States Magistrate for Scheduling Matters and Pretrial Discovery Matters: (Trial set for 7/5/2011 09:00 AM in Fort Lauderdale Division before Judge James I. Cohn, Calendar Call set for 6/30/2011 09:00 AM before Judge James I. Cohn), ORDER REFERRING CASE to Magistrate Judge Barry S. Seltzer for Pretrial Proceedings. Signed by Judge James I. Cohn on 10/5/2010. (ral) (Entered: 10/05/2010)
11/16/2010	<u>5</u>	ANSWER and Affirmative Defenses to Complaint by Daniel Lincoln.(Brown, Jeffrey) (Entered: 11/16/2010)
11/16/2010	<u>6</u>	ORDER setting Scheduling Conference for December 3, 2010, at 1:30 p.m. in Fort Lauderdale Division before Magistrate Judge Barry S. Seltzer. Please see Order for details. Signed by Magistrate Judge Barry S. Seltzer on 11/16/2010. (kas) (Entered: 11/16/2010)
11/17/2010	<u>7</u>	SUMMONS (Affidavit) Returned Executed by Household Life Insurance Company. Daniel Lincoln served on 10/13/2010, answer due 11/3/2010. (Rollins, Traci) (Entered: 11/17/2010)
11/17/2010	<u>8</u>	SUMMONS (Affidavit) Returned Executed by Household Life Insurance Company. Glenda Lincoln served on 10/28/2010, answer due 11/18/2010. (Rollins, Traci) (Entered: 11/17/2010)
11/17/2010	<u>9</u>	SUMMONS (Affidavit) Returned Executed by Household Life Insurance Company. Brienna Lincoln served on 10/28/2010, answer due 11/18/2010. (Rollins, Traci) (Entered: 11/17/2010)
12/01/2010	<u>10</u>	MOTION for Extension of Time to File Answer RE: Complaint re <u>1</u>

		Interpleader Complaint, by Brienna Lincoln, Glenda Lincoln. (mb) (Entered: 12/01/2010)
12/02/2010	<u>11</u>	ORDER granting <u>10</u> Motion for Extension of Time to Answer re <u>1</u> Interpleader Complaint, Brienna Lincoln response due 12/15/2010; Glenda Lincoln response due 12/15/2010. Signed by Judge James I. Cohn on 12/2/2010. (awe) (Entered: 12/02/2010)
12/02/2010	<u>12</u>	SCHEDULING REPORT - Rule 16.1 by Daniel Lincoln (Attachments: # <u>1</u> Text of Proposed Order)(Brown, Jeffrey) (Entered: 12/02/2010)
12/03/2010	<u>13</u>	Corporate Disclosure Statement by Household Life Insurance Company identifying Other Affiliate HSBC Finance Corporation, Other Affiliate HSBC Holdings plc, Other Affiliate Beneficial Corporation, Other Affiliate Household International, Inc., Other Affiliate Household Finance Corporation for Household Life Insurance Company (Rollins, Traci) (Entered: 12/03/2010)
12/03/2010	<u>14</u>	Minute Entry for proceedings held before Magistrate Judge Barry S. Seltzer: Scheduling Conference held on 12/3/2010. (Digital 13:33:53.) (at) (Entered: 12/06/2010)
12/03/2010	<u>15</u>	SCHEDULING ORDER: Amended Pleadings due by 2/4/2011. Expert Discovery due by 4/8/2011. Fact Discovery due by 4/8/2011. Joinder of Parties due by 2/4/2011. In Limine Motions due by 6/17/2011. Dispositive Pretrial Motions due by 4/22/2011. Joint Pretrial Stipulation due by 6/27/2011. Mediation Deadline 6/3/2011. Signed by Magistrate Judge Barry S. Seltzer on 12/3/2010. (ral) (Entered: 12/06/2010)
12/03/2010	<u>16</u>	ORDER REQUIRING Mediation. Signed by Magistrate Judge Barry S. Seltzer on 12/3/2010. (ral) (Entered: 12/06/2010)
12/16/2010	<u>17</u>	Defendant's MOTION for Default Judgment <i>against Defendants Glenda Lincoln and Brienna Lincoln</i> by Daniel Lincoln. (Attachments: # <u>1</u> Text of Proposed Order)(Brown, Jeffrey) (Entered: 12/16/2010)
12/19/2010	<u>18</u>	NOTICE by Household Life Insurance Company re <u>16</u> Order Referring Case to Mediation of <i>Selection of Mediator</i> (Rollins, Traci) (Entered: 12/19/2010)
12/22/2010	<u>19</u>	Initial Disclosure(s) by Household Life Insurance Company (Rollins, Traci) (Entered: 12/22/2010)
12/29/2010	<u>20</u>	Initial Disclosure(s) of Discovery and Pre-Trial matters Re: <u>15</u> Scheduling Order, Set/Reset Deadlines/Hearings,, by Daniel Lincoln (Brown, Jeffrey) (Entered: 12/29/2010)
12/30/2010	<u>21</u>	ANSWER/Letter from Glenda Lincoln (dj) Modified to reflect document is an Answer per <u>25</u> Order on 2/28/2011 (ral). (Entered: 12/30/2010)
01/20/2011	<u>22</u>	ORDER denying without prejudice <u>17</u> Motion for Default Judgment and requiring Defendants Glenda Lincoln and Brienna Lincoln to file Answers by 2/7/2011. Signed by Judge James I. Cohn on 1/20/2011. (awe) (Entered: 01/20/2011)
01/20/2011		Pursunt to DE# <u>22</u> Set/Reset Answer Due Deadline: Glenda Lincoln response

		due 2/7/2011. (dgj) (Entered: 01/21/2011)
02/16/2011	<u>23</u>	ANSWER/Letter from Glenda Lincoln dated 1/27/11 (vp) Modified to reflect document is an Answer per <u>25</u> Order on 2/28/2011 (ral). (Entered: 02/17/2011)
02/16/2011	<u>24</u>	ANSWER/Letter from Glenda Lincoln dated 2/12/11 (vp) Modified to reflect document is an Answer per <u>25</u> Order on 2/28/2011 (ral). (Entered: 02/17/2011)
02/25/2011	<u>25</u>	ORDER Construing Defendant Glenda Lincoln's Letters as her Answer to the Interpleader Complaint; re <u>21</u> Letter, <u>24</u> Letter, <u>23</u> Letter. Signed by Judge James I. Cohn on 2/25/2011. (ral) Modified text on 2/28/2011 (ral). (Entered: 02/28/2011)

PACER Service Center			
Transaction Receipt			
03/23/2011 15:03:32			
PACER Login:	vl0006	Client Code:	
Description:	Docket Report	Search Criteria:	9:10-cv-81174-JIC
Billable Pages:	3	Cost:	0.24

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

CASE NO.

HOUSEHOLD LIFE INSURANCE COMPANY,

a Michigan corporation,

Plaintiff,

v.

DANIEL LINCOLN; GLENDA LINCOLN; and
BRIENNA LINCOLN,

Individuals,

Defendants.

INTERPLEADER COMPLAINT

Plaintiff, Household Life Insurance Company ("HLIC"), files this Interpleader Complaint and alleges:

INTRODUCTION

1. This is an action pursuant to 28 U.S.C. § 1335 for Interpleader concerning the guaranteed proceeds payable on a structured settlement agreement and annuity (Policy Number XXXXXX3842, hereafter the "Settlement Agreement") of deceased payee Shannon Nicole Lincoln ("Shannon").

2. HLIC is an insurance company incorporated in the State of Michigan with its principal place of business in Jersey City, New Jersey.

3. Shannon was, at the time of her death, a resident of North Carolina.

4. Upon information and belief, GLENDA LINCOLN ("Glenda"), the mother of Shannon and a purported beneficiary under the Settlement Agreement, is a citizen of the State of North Carolina.

5. Upon information and belief, DANIEL LINCOLN ("Daniel"), the father of Shannon and a purported beneficiary under the Settlement Agreement, is a citizen of the State of Florida.

6. Upon information and belief, BRIENNA LINCOLN ("Brienna"), the sister of Shannon and a purported beneficiary under the Settlement Agreement, is a citizen of the State of Florida.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1335 because the Settlement Agreement contains proceeds in excess of Five Hundred and 00/100 Dollars (\$500.00), two or more adverse claimants are of diverse citizenship, and HLIC has agreed to deposit into the Court's registry the full value of the policy at issue.

8. Venue is proper in the Southern District of Florida pursuant to 28 U.S.C. § 1397 because one or more of the claimants resides within the Southern District of Florida.

9. All conditions precedent to this action have occurred, have been satisfied, or have been waived.

THE SETTLEMENT AGREEMENT AND QUALIFIED ASSIGNMENT

10. In 1992, the parties to a personal injury action entered into the Settlement Agreement, which provided for Shannon's receipt of payments of \$7,500.00, due on October 2, 2005; \$7,500.00, due on October 2, 2006; \$7,500.00, due on October 2, 2007; \$7,500.00, due on October 2, 2008; \$10,000.00, due on October 2, 2009; and \$17,500.00, due on October 2, 2014. A copy of the Settlement Agreement is attached hereto as Exhibit A and incorporated herein by reference.

11. Pursuant to a qualified assignment (the "Qualified Assignment"), HLIC was assigned the obligation to disperse the Periodic Payments due under the Settlement Agreement. A copy of the Qualified Assignment is attached hereto as Exhibit B and incorporated herein by reference.

12. To fund this payment obligation, HLIC purchased annuity contract no. XXXXXX3842 (the "Annuity") from The Lincoln National Life Insurance Company ("LNLIC"). A redacted copy of the Annuity is attached hereto as Exhibit C and incorporated herein by reference.

BENEFICIARY DESIGNATIONS AND POST-DEATH CLAIMS

13. The Settlement Agreement mandates, in pertinent part, that "[a]ny payments to be made after the death of [Shannon] pursuant to the terms of this Settlement Agreement shall be made to such person or entity as shall be designated in writing by [Shannon]."

14. Both the Qualified Assignment and Annuity identify Daniel as a primary beneficiary and Glenda and Brienna as contingent beneficiaries.

15. Pursuant to the terms of the Settlement Agreement, HLIC dispersed the scheduled October 2, 2005 payment to Shannon.

16. Shannon passed away on May 9, 2006, survived by Daniel, Glenda, and Brienna.

17. Owing to Daniel's failure to submit a necessary claim form, payment of the sums due on and after October 2, 2006 was suspended.

18. On or about December 31, 2007, Daniel entered into a Release and Disclaimer of Insurance Benefits (the "Release"), filed with the County Court of Stokes

County, North Carolina on May 30, 2008. A redacted copy of the Release is attached hereto as Exhibit D and incorporated herein by reference.

19. The Release provides, in pertinent part, that Daniel "renounces any and all rights as such beneficiary to the remaining proceeds from [the Annuity]." The language of the Release fails to clarify whether Daniel intended to disclaim his right to all periodic payments due following Shannon's death or merely those due following his entry into the Release.

20. Glenda claims entitlement to all proceeds owing under the annuity, including Daniel's interest pursuant to the Release.

21. Daniel, however, contests the validity of the Release and asserts his own entitlement to all payments owing under the Annuity.

22. Upon information and belief, Brienna likewise claims entitlement to all or a portion of the proceeds owing under the annuity.

23. HLIC has attempted to assist Daniel, Glenda, and Brienna in reaching a settlement concerning entitlement to the disputed payments, but their conflicting claims to entitlement to the sums at issue preclude settlement of this matter. On July 8, 2010, then counsel for Glenda informed HLIC that Glenda was definitively unwilling to sign a settlement agreement.

GROUND AND NECESSITY FOR INTERPLEADER

24. Accordingly, a dispute exists as to the rightful claimant to the funds at issue owing under the Settlement Agreement and Annuity.

25. Because of these conflicting claims, HLIC is in great doubt as to who is entitled to payments owing under the Settlement Agreement and Annuity.

26. HLIC has no beneficial interest in the amount to be paid and is merely a stakeholder.

27. HLIC files this action to be relieved of multiple liability on the conflicting claims of Daniel, Glenda, and Brienna to the payments at issue.

28. HLIC agrees to pay into the Court registry the sums that are in dispute and will abide by the judgment of this Court, in order that the Defendants may interplead and settle their claims.

29. HLIC has retained the law firm of Squire, Sanders & Dempsey, LLP to represent it in this action and has agreed to pay reasonable attorneys' fees and costs. HLIC is entitled to recover its attorneys' fees and costs pursuant to applicable law.

WHEREFORE, HLIC requests:

1) That HLIC be permitted to pay into the registry of this Court the proceeds payable on Policy Number XXXXXX3842 in the amount of \$7,500.00, due on October 2, 2006; \$7,500.00, due on October 2, 2007; \$7,500.00, due on October 2, 2008; \$10,000.00, due on October 2, 2009; and \$17,500.00, due on October 2, 2014, and providing that any fees charged by the Clerk of the Court or accrued in this account by operation of this Court's registry requirements shall be paid from the deposit and shall not be the separate responsibility of any party to this action;

2) That each of the Defendants be restrained and enjoined during the pendency of this action and permanently from instituting any action against HLIC for recovery of the amount in dispute or any part thereof;

3) That the Defendants be required to interplead and settle between themselves their rights or claims to the proceeds described above and that HLIC be discharged from all liability for all payment made into the registry of this Court;

4) That HLIC recover its costs and attorneys' fees necessitated by this interpleader action; and,

5) That HLIC shall receive such other and further relief as this Court deems just and proper.

Dated: October 4, 2010

SQUIRE, SANDERS & DEMPSEY L.L.P.

1900 Phillips Point West
777 South Flagler Drive
West Palm Beach, FL 33401
Telephone: 561.650.7200
Facsimile: 561.655.1509

By: s/ Traci H. Rollins

Traci H. Rollins
Florida Bar No. 769071
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Florida Bar No. 0016727
Email: jalopez@ssd.com
Attorneys for Plaintiff

MIAMI/4257405.3

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS

HOUSEHOLD LIFE INSURANCE COMPANY

DEFENDANTS

DANIEL LINCOLN, GLENDA LINCOLN AND BRIENNA LINCOLN

(b) County of Residence of First Listed Plaintiff Michigan
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorney's (Firm Name, Address, and Telephone Number)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.

See Attachment

Attorneys (If Known)

(d) Check County Where Action Arose: ☐ MIAMI-DADE ☐ MONROE ☐ BROWARD ☒ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed- (see VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).

(See instructions second page):

a) Re-filed Case ☐ YES ☒ NOb) Related Cases ☐ YES ☒ NO

JUDGE

DOCKET NUMBER

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1335 — Interpleader of insurance proceeds.

LENGTH OF TRIAL via _____ days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

75,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD

s/ Traci H. Rollins

DATE

October 4, 2010

FOR OFFICE USE ONLY

AMOUNT

RECEIPT #

IFP

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

(d) Choose one County where Action Arose.

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled Copy of Order of Dismissal. (3)

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

VII. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VIII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

HOUSEHOLD LIFE INSURANCE COMPANY,

Plaintiff

v.

DANIEL LINCOLN, GLENDA LINCOLN AND
BRIENNA LINCOLN,

Defendant

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Daniel Lincoln
5273 Adams Road
Delray Beach, FL 33484

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

HOUSEHOLD LIFE INSURANCE COMPANY,

Plaintiff

v.

DANIEL LINCOLN, GLENDA LINCOLN AND
BRIENNA LINCOLN,

Defendant

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Glenda Lincoln
7613 Coventry Forest Court
King, NC 27021

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

HOUSEHOLD LIFE INSURANCE COMPANY,

Plaintiff

v.

DANIEL LINCOLN, GLENDA LINCOLN AND
BRIENNA LINCOLN,

Defendant

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Brienna Lincoln
1242 Highland Road
Lantana, FL 33462

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release was entered into this _____ day of _____, 1992, by and between the Claimant, **SHANNON NICOLE LINCOLN**, by and through her parents, **DANIEL JOHN LINCOLN** (father) and **GLENDA RENEE LINCOLN** (mother), and **FIRST BAPTIST CHURCH OF LANTANA**, as Defendant, and its liability insurance carrier, **CHURCH MUTUAL INSURANCE COMPANY**.

1. That on or about March 6, 1991, the Claimant, **SHANNON NICOLE LINCOLN**, claims that she was injured in an accident occurring at the First Baptist Church of Lantana. The Claimant alleges that the accident and the resulting physical and personal injuries arose out of certain alleged negligent acts or omissions of the Defendant, and has made a claim seeking monetary damages on account of those injuries. The Defendant, First Baptist Church of Lantana denies that it was negligent.

2. The insurer, **CHURCH MUTUAL INSURANCE COMPANY**, is the liability insurer of the Defendant, and as such, would be obligated to pay any claim made or judgment obtained against Defendant which is covered by its policy with Defendant.

3. The parties desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which have, or might be made, by reason of the incident described above, upon the terms and conditions as set forth below.

4. The parties agree as follows:

In consideration of the payments set forth in Exhibit 1, the Claimant, by and through her parents, **DANIEL JOHN LINCOLN** and **GLENDA RENEE LINCOLN** hereby completely releases and forever discharges the Defendant and insurer from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which the claimant now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of the incident described above, including, without limitation, any and all known or unknown claims for bodily and/or personal injuries to Claimant from the alleged acts or omissions of the Defendant.

5. This release and discharge shall also apply to Defendant's and Insurer's past, present and future officers, directors, stockholders, attorneys, agents, servants, representative, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now or may hereafter be affiliated.

6. This release, on the part of the Claimant, shall be a fully binding and complete settlement among the Claimant, the Defendant and the Insurer, and their heirs, assigns and successors.

EXHIBIT A

7. The Claimant acknowledges and agrees that the release and discharge set forth above is a general release. Claimant expressly waives and assumes the risk of any and all claims for damages which exists as of this date, but of which the Claimant does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect Claimant's decision to enter into this Settlement Agreement. The Claimant further agrees that Claimant has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Claimant assumes the risk that the facts or law may be other than Claimant believes. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the Defendant, by whom liability is expressly denied.

8. In consideration of the release set forth above, the Insurer on behalf of the Defendant, agrees to pay to SHANNON NICOLE LINCOLN, by and through her parents, DANIEL JOHN LINCOLN (father) and GLENDA RENEE LINCOLN (mother) the sums as outlined in Exhibit 1 attached hereto.

9. Claimant acknowledges that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the Claimant; nor shall the Claimant have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

10. Any payments to be made after the death of any Payee pursuant to the terms of this Settlement Agreement shall be made to such person or entity as shall be designated in writing by Claimant to the Insurer or the Insurer's Assignee. If no person or entity is so designated by Claimant, or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Insurer or the Insurer's Assignee. The designation must be in a form acceptable to the Insurer or the Insurer's Assignee before such payments are made.

11. Claimant acknowledges and agrees that the Defendant and/or the Insurer may make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Defendant's and/or the Insurer's liability to make the Periodic Payments set forth in paragraph 4 to Hamilton National Life Insurance ("the Assignee"). The Assignee obligation for payment of the Periodic Payments shall be no greater than that of Defendant and/or the Insurer (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

12. Any such assignment, if made, shall be accepted by the Claimant without right of rejection and shall completely release and discharge the Defendant and the Insurer from the Periodic Payments obligation assigned to the Assignee. The Claimant recognizes that, in the event of such an assignment, the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation

that pertain to the liability of the Defendant and the Insurer shall thereupon become final, irrevocable and absolute.

13. The Defendant and/or the Insurer, itself or through its Assignee, reserve the right to fund the liability to make the Periodic Payments through the purchase of an annuity policy from Alexander Hamilton Life Insurance Company. The Defendant, the Insurer or the Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Defendant, the Insurer or the Assignee may have Alexander Hamilton Life Insurance Company mail payments directly to the Payee(s). The Claimant shall be responsible for maintaining a current mailing address for Payee(s) with Alexander Hamilton Life Insurance Company.

14. The obligation of the Defendant, the Insurer and/or Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the designated address of the Payee(s) named in Exhibit I of this Settlement Agreement.

15. All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

16. This Settlement Agreement contains the entire agreement between the Claimant, the Defendant and the Insurer with regard to the matters set forth in it and shall be binding upon and enure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

17. This Settlement Agreement shall become effective immediately following execution by each of the parties.

Claimant:

Daniel John Lincoln

Daniel John Lincoln, as
father of Shannon Nicole
Lincoln

Claimant:

Glenda Renee Lincoln

Glenda Renee Lincoln, as mother
of Shannon Nicole Lincoln

Insurer:

Church Mutual Insurance Company

Michael S. Rann

By:



THE WESTCOTT CORPORATION

August 12, 1992

Settlement Agreement
for

Shannon Lincoln

-AND-

The following schedule of tax-free deferred lump sums of cash:

\$ 7,500 paid on or about October 2, 2005
7,500 paid on or about October 2, 2006
7,500 paid on or about October 2, 2007
7,500 paid on or about October 2, 2008
10,000 paid on or about October 2, 2009
17,500 paid on or about October 2, 2014
\$57,500 guaranteed payout

Total Guaranteed Payout

Upfront cash	\$15,000
Annuity	57,500
Total	<u>\$72,500</u>

EXHIBIT 1

Uniform Qualified Assignment and Release

"Claimant" Shannon Lincoln

"Assignor" Church Mutual Insurance Company

"Assignee" Hamilton National Life Insurance Company

"Annuity Issuer" Alexander Hamilton Life Insurance Company

"Effective Date" *October 27, 1992*

This Agreement is made and entered into by and between the parties hereto as of the Effective Date with reference to the following facts:

- A. Claimant has executed a settlement agreement or release dated *October 21, 1992* (the "Settlement Agreement") that provides for the Assignor to make certain periodic payments to or for the benefit of the Claimant as stated in Addendum No. 1 (the "Periodic Payments"); and
- B. The parties desire to effect a "qualified assignment" within the meaning and subject to the conditions of Section 130(c) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

1. The Assignor hereby assigns and the Assignee hereby assumes all of the Assignor's liability to make the Periodic Payments. The Assignee assumes no liability to make any payment not specified in Addendum No. 1.
2. The Periodic Payments constitute damages on account of personal injury or sickness in a case involving physical injury or physical sickness within the meaning of Sections 104(a)(2) and 130(c) of the Code.

3. The Assignee's liability to make the Periodic Payments is no greater than that of the Assignor immediately preceding this Agreement. Assignee is not required to set aside specific assets to secure the Periodic Payments. The Claimant has no rights against the Assignee greater than a general creditor. None of the Periodic Payments may be accelerated, deferred, increased or decreased and may not be anticipated, sold, assigned or encumbered.
4. The obligation assumed by Assignee with respect to any required payment shall be discharged upon the mailing on or before the due date of a valid check in the amount specified to the address of record.
5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of *Florida*.
6. The Assignee may fund the Periodic Payments by purchasing a "qualified funding asset" within the meaning of Section 130(d) of the Code in the form of an annuity contract issued by the Annuity Issuer. All rights of ownership and control of such annuity contract shall be and remain vested in the Assignee exclusively.
7. The Assignee may have the Annuity Issuer send payments under any "qualified funding asset" purchased hereunder directly to the payee(s) specified in Addendum No. 1. Such direction of payments shall be solely for the Assignee's convenience and shall not provide the Claimant or any payee with any rights of ownership or control over the "qualified funding asset" or against the Annuity Issuer.

EXHIBIT B

8. Assignee's liability to make the Periodic Payments shall continue without diminution regardless of any bankruptcy or insolvency of the Assignor.
9. In the event the Settlement Agreement is declared terminated by a court of law or in the event that Section 130(c) of the Code has not been satisfied, this Agreement shall terminate. The Assignee shall then assign ownership of any "qualified funding asset" purchased hereunder to Assignor, and Assignee's liability for the Periodic Payments shall terminate.
10. This Agreement shall be binding upon the respective representatives, heirs, successors and assigns of the Claimant, the Assignor and the Assignee and upon any person or entity that may assert any right hereunder or to any of the Periodic Payments.
11. The Claimant hereby accepts Assignee's assumption of all liability for the Periodic Payments and hereby releases the Assignor from all liability for the Periodic Payments.

Assignor: Church Mutual Insurance Company

By: Michael E. Rava
Authorized Representative

Title: Claims Attorney

Assignee: Hamilton National Life Insurance Company

By: Randall C. Memo
Authorized Representative

Title: Periodic Payout Trust

Claimant: Glenn R. Linder
Daniel J. Linder

Approved as to Form and Content:

By: NONE
Claimant's Attorney



National Structured
Settlements
Trade Association

Addendum No. 1
Description of Periodic Payments

PAYEE: Shannon Lincoln

The following schedule of deferred lump sums of cash:

\$ 7,500 paid on or about October 2, 2005
7,500 paid on or about October 2, 2006
7,500 paid on or about October 2, 2007
7,500 paid on or about October 2, 2008
10,000 paid on or about October 2, 2009
17,500 paid on or about October 2, 2014
\$57,500 guaranteed payout

Initials

Claimant:

DRZ

DRZ

Assignor:

MER

Assignee:

plm

Addendum No. 1
Description of Periodic Payments

PAYEE: Shannon Lincoln

The following schedule of deferred lump sums of cash:

\$ 7,500 paid on or about October 2, 2005
7,500 paid on or about October 2, 2006
7,500 paid on or about October 2, 2007
7,500 paid on or about October 2, 2008
10,000 paid on or about October 2, 2009
17,500 paid on or about October 2, 2014
\$57,500 guaranteed payout

Beneficiaries:

Primary: Daniel John Lincoln, Father

Secondary: Glenda Renee Lincoln, Mother

Secondary: Brienna Lincoln, Sister

Other: The estate of Shannon Lincoln

Daniel John Lincoln
Glenda Renee Lincoln
N/A

Church Mutual Insurance Company

By: *Michael S. Davis*
Claims Attorney

Initials

Claimant: *DR*

Assignor: *MER*

Assignee: *RL*



Alexander Hamilton Life
INSURANCE COMPANY OF AMERICA
A Household International Company

Periodic Payment Annuity Contract Certificate

Alexander Hamilton Life Insurance Company of America hereby certifies that premium for the following annuity contract has been paid in full and the contract has been issued.

Measuring Life:

SHANNON NICOLE LINCOLN

Policy Number:

██████████ 3842

Type of Contract Issued:

STRUCTURED SETTLEMENT
SINGLE PREMIUM PERIOD CERTAIN
ANNUITY (14461)

Policy Date:

OCTOBER 27, 1992

Beneficiary:

PRIMARY - FATHER:
DANIEL JOHN LINCOLN

CONTINGENT:
GLENDA ROSE LINCOLN, MOTHER
BRIENNA LINCOLN, SISTER

Owner:

HAMILTON NATIONAL LIFE
INSURANCE COMPANY
PERIODIC PAYMENT TRUST
33045 HAMILTON BLVD
FARMINGTON HILLS, MI 48334

Endorsements:

05165

This Certificate outlines Annuity benefits only. It is not a contract, and only the actual contract provisions will control. By issuing this Certificate, the Company incurs no new or greater liabilities than stated in the original policy.

Signed

Randall C. Meono

Randall C. Meono, Vice President & Actuary

Date:

4/14/93

Payment Schedule: See Reverse

33045 HAMILTON BLVD. • FARMINGTON HILLS, MI 48334-3358

EXHIBIT C

PAYMENT SCHEDULE

\$7,500.00 ANNUAL, BEGINNING OCTOBER 02, 2005, FOR 4 PAYMENTS CERTAIN.

\$10,000.00 PAID ON OCTOBER 02, 2009, GUARANTEED.

\$17,500.00 PAID ON OCTOBER 02, 2014, GUARANTEED.

FILED

2008 MAY 30 PM 2: 55

STOKES COUNTY, C.S.C.

BY

RELEASE AND DISCLAIMER OF INSURANCE BENEFITS

RECEIVED

AUG 26 2008

CLAIMS - 5310

TO GLENDA M LINCOLN, as Administratrix of the Estate of Shannon Nicole Lincoln,
and LINCOLN FINANCIAL CORPORATION

NOW COMES the undersigned and respectfully states that he is renouncing his interest in the decedent's estate pursuant to Chapter 31B of the General Statutes of North Carolina, and his rights as a beneficiary under a certain insurance contract, as hereinafter set forth

The undersigned states as follows:

- 1 That the decedent died intestate a resident of Stokes County, North Carolina, on May 2, 2006, that the decedent was residing with Glenda M Lincoln at the time of her death,
- 2 That the undersigned is the father of the decedent,
3. That the undersigned is divorced from Glenda M Lincoln, mother of the decedent,
- 4 That the undersigned is entitled to a one-half interest in all of the real and personal property of the decedent pursuant to §29-15(3) of the General Statutes of North Carolina, and hereby renounces any and all of his intestate share,
- 5 That the undersigned is named as primary beneficiary of and is entitled to receive from a certain insurance contract designated as policy number [REDACTED] 3842, issued by Lincoln Financial Corporation, and the undersigned hereby renounces any and all rights as such beneficiary to the remaining proceeds from said policy,
- 6 That Glenda M Lincoln is named as contingent beneficiary of said insurance contract

WHEREFORE, the undersigned does hereby completely, irrevocably and without qualification, renounce and disclaim all of his rights to the Estate of Shannon Nicole Lincoln, in accordance with North Carolina General Statute 31B-4, et seq, and rights as a beneficiary under that certain Lincoln Financial life insurance policy as above stated

EXHIBIT

D

RECEIVED

AUG 26 2008

This the 31st day of December, 2007

Daniel John Lincoln CLAIMS - 5310
DANIEL JOHN LINCOLN

STATE OF FLORIDA

PALM BEACH COUNTY

I, Lisa C. Mindieta, a Notary Public in and for said state and county, do hereby certify that DANIEL JOHN LINCOLN, being satisfactorily identified to me, voluntarily appeared before me this day and acknowledged the due execution of the foregoing Release and Disclaimer, for the purposes therein expressed

This the 31 day of December, 2007

Lisa C. Mindieta
Notary Public

My commission expires _____

Type of identification produced _____



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 10-81174-CIV-COHN-SELTZER

HOUSEHOLD LIFE INSURANCE COMPANY,

Plaintiff,

VS.

DANIEL LINCOLN; GLENDA LINCOLN;
and BRIENNA LINCOLN,

Defendant.

**ORDER SETTING CALENDAR CALL AND TRIAL DATE, AND
ORDER OF REFERENCE TO UNITED STATES MAGISTRATE
FOR SCHEDULING MATTERS AND PRETRIAL DISCOVERY MATTERS**

PLEASE TAKE NOTICE that the above-entitled cause is hereby set for Trial before the Honorable James I. Cohn, United States District Judge, United States Courthouse, 299 East Broward Boulevard, Courtroom 203E, Fort Lauderdale, Florida, during the **two-week trial period** commencing **July 5, 2011 at 9:00 a.m.**, or as soon thereafter as the case may be called.

PLEASE TAKE FURTHER NOTICE that Calendar Call will be held on **June 30, 2011 at 9:00 a.m.** **ALL COUNSEL MUST BE PRESENT.** At Calendar Call, counsel shall submit to the Court proposed jury instructions with substantive charges and defenses, and verdict forms, or in Non-Jury Trials, proposed findings of fact and conclusions of law. Such instructions and verdict forms shall be in typed form and, to the extent possible, accompanied by a 3-1/2 inch IBM-formatted diskette compatible with WordPerfect. To the extent these instructions are based upon the Eleventh Circuit Pattern Jury Instructions,

counsel shall indicate the appropriate 2005 Eleventh Circuit Pattern Jury Instruction upon which the instruction is modeled. All other instructions shall include citations to relevant supporting case law.

Any motions in limine regarding trial issues must be filed no later than **seven (7)** days prior to calendar call.

Prior to trial, counsel shall submit to the Court a typed list of proposed witnesses and/or exhibits for use by the Court during trial to track admitted exhibits. All exhibits shall be pre-labeled in accordance with the proposed exhibit list. Exhibit labels must include the case number. It is further:

ORDERED AND ADJUDGED pursuant to 28 U.S.C. § 636 and the Magistrate Rules of the Local Rules of the Southern District of Florida that the above-captioned cause is referred to United States Magistrate Barry S. Seltzer for appropriate disposition of all pro hac vice motions, and all pretrial discovery motions, and all motions that relate directly to these motions, such as motions for extension of time, motions for reconsideration, motions for sanctions, and motions for mental or physical examinations. This Order does not refer any motion which requests a continuance or extension of the trial or pretrial scheduling dates. It is further:

ORDERED AND ADJUDGED pursuant to 28 U.S.C. § 636(b)(1)(A) and the Magistrate Rules of the Local Rules of the Southern District of Florida that the above-captioned cause is referred to United States Magistrate Barry S. Seltzer to conduct a Scheduling Conference pursuant to Local Rule 16.1.B for the purpose of setting pre-trial deadline dates, and for determining possible consent to the jurisdiction of the Magistrate Judge for trial. All counsel of record are required to attend the Scheduling Conference

which will be noticed by Magistrate Judge Seltzer.

PLEASE TAKE NOTE that any request to modify the above-set trial date must be made by motion prior to the Scheduling Conference. The foregoing does not preclude consideration of a prompt motion to modify the trial date for good cause shown by a party joined in the litigation after the Scheduling Conference has occurred.

Plaintiff(s)' counsel shall serve a copy of this Order upon all Defendants.

The judge who enters the first written order scheduling a case for trial on a date set, has priority over the services of the attorney so scheduled for the date set. Local Rule 16.3 A.4.

It shall be the duty of the attorneys herein set to ensure that no other judge schedules them for a trial that impacts upon or conflicts with the date set forth above. If any counsel receives a written notice of a trial from another judge, in either state or federal court, that in any way conflicts with this trial schedule setting, it is the obligation of that attorney to notify that judge immediately so that the judge may reschedule his or her calendar, thus leaving counsel conflict scheduling free for this case.

DONE AND ORDERED in Chambers at Fort Lauderdale, Florida, on this 5th day of October 2010.



JAMES I. COHN
UNITED STATES DISTRICT JUDGE

Copy Provided:
Magistrate Judge Barry S. Seltzer
all counsel of record

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 10-81174-CIV-COHN/SELTZER

HOUSEHOLD LIFE INSURANCE COMPANY,

Plaintiff,

vs.

DANIEL LINCOLN; GLENDA LINCOLN;
and BRIENNA LINCOLN,

Defendants.

FILED BY _____ D.C.
2010 DEC -3 PM 3:15
STEVEN M. LINDORF
CLERK U.S. DIST. CT.
S.D. OF FLA. - FIL

SCHEDULING ORDER

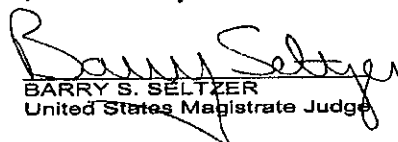
THIS CAUSE is before the Court on the Scheduling Conference held on December 3, 2010, before the undersigned. Trial in this cause is set for the two-week trial period commencing July 5, 2011. In addition to the deadlines set by the Honorable James I. Cohn, United States District Judge, the following pretrial deadlines are hereby set in this matter. To the extent that this Order conflicts with the Local Rules, this Order supersedes the Local Rules.

Parties Exchange Rule 26(a) Disclosures	December 22, 2010
Joinder of Parties and Amendment of Pleadings	February 4, 2011
Fact Discovery Completed	April 8, 2011
Expert Discovery Completed	April 8, 2011
Dispositive Pretrial Motions and Motions to Exclude or Limit Expert Testimony	April 22, 2011

Mediation Completed	June 3, 2011
Motions in Limine	June 17, 2011
Responses to Motions in Limine, Joint Pretrial Stipulation, and Designation of Deposition Excerpts for Trial	June 27, 2011
Submission of Voir Dire Questions and Objections to Deposition Designations ¹	Day of Calendar Call (June 30, 2011)

Failure to timely file a joint pretrial stipulation will lead to the dismissal of the action or the striking of defenses as appropriate.

DONE AND ORDERED in Fort Lauderdale, Florida, this 3rd day of December 2010.


BARRY S. SELTZER
United States Magistrate Judge

Copies to:

Honorable James I. Cohn
United States District Judge

All counsel of record and
unrepresented parties

¹ Prior to the filing of any objections to deposition designations, the parties must confer in an effort to reduce or eliminate these objections.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 10-81174-CIV-COHN/SELTZER

HOUSEHOLD LIFE INSURANCE COMPANY,
a Michigan corporation,

Plaintiff,

v.

DANIEL LINCOLN; GLENDA LINCOLN; and
BRIANNA LINCOLN,

Defendants.

**ORDER CONSTRUING DEFENDANT GLENDA LINCOLN'S LETTERS AS HER
ANSWER TO THE INTERPLEADER COMPLAINT**

THIS CAUSE is before the Court on Glenda Lincoln's Letters written on December 20, 2010 [DE 21] ("December 20th Letter"), January 27, 2011 [DE 23] ("January 27th Letter"), and February 12, 2011 [DE 24] ("February 12th Letter"), (together, "Letters"). The Court has considered the Letters and the record in this case, and is otherwise advised in the premises.

This is an action pursuant to 28 U.S.C. § 1335 for Interpleader concerning the guaranteed proceeds payable on a structured settlement agreement and annuity ("Settlement Agreement") of deceased payee Shannon Nicole Lincoln ("Shannon"). Plaintiff in this action, Household Life Insurance Company ("HLIC"), holds the obligation to disperse periodic payments due under the Settlement Agreement. According to the Interpleader Complaint, Shannon's father Daniel, mother Glenda, and sister Brianna have competing claims to the remaining Settlement Agreement payments. Based on HLIC's doubt as to who is entitled to the disputed payments, HLIC filed its Interpleader Complaint on October 4, 2010, in order to be relieved of multiple liability on the conflicting claims.

On November 16, 2010, Daniel filed his Answer [DE 5]. Thereafter, the Court

denied Daniel's Motion for Default Judgment Against Defendants Glenda Lincoln and Brianna Lincoln [DE 17], and directed Glenda and Brianna to file their Answers to the Interpleader Complaint by February 7, 2011. DE 22.

In her December 20th Letter, Glenda stated that she had not yet retained counsel for herself and Brianna, but that she was still attempting to do so. See DE 21. She also set forth her version of the facts in this case and explained why she believes to have a valid claim to the funds at issue. See id. Initially, the Court did not construe Glenda's letter as her Answer because the letter did not comply with the admit/deny format required under Rule 8 of the Federal Rules of Civil Procedure. See DE 22. In her January 27th and February 12th Letters, Glenda represents that she still has not been able to retain counsel, despite asking over thirty people to help her. DE 23 at 5. She attaches a series of documents in support of her position. See DE's 23, 24. Accordingly, reading this *pro se* litigant's pleadings liberally,¹ the Court will construe Glenda's Letters as her Answer to the Interpleader Complaint.²

¹ The Court cautions Glenda, however, that all *pro se* litigants must comply with the Federal Rules of Civil Procedure and the Local Rules for the Southern District of Florida. The Court does not have "license to serve as de facto counsel for a party . . . or to rewrite an otherwise deficient pleading in order to sustain an action." GJR Investments, Inc. v. County of Escambia, Fla., 132 F.3d 1359, 1369 (11th Cir. 1998) (citations omitted).

² Brianna, however, has not filed an Answer, nor has she appeared in this case. Though Glenda seemingly purports to represent Brianna as well as herself in her December 20, 2010 letter, see DE 21, individuals may only appear in federal court "personally or by counsel." 28 U.S.C. § 1654. Only a licensed lawyer may represent another person in court. Guajardo v. Luna, 432 F.2d 1324, 1324 (5th Cir. 1970); Roberts v. McDonough, Case No. 3:08cv245/LAC/EMT, 2008 WL 2557537, at *1 (N.D. Fla. June 23, 2008).

Federal Rule of Civil Procedure 17 will allow Brianna to be represented by another if she is legally minor or incompetent, but the Court has no reason to believe Brianna is either minor or incompetent. Specifically, Rule 17(c) provides as follows:

(c) Minor or Incompetent Person.

(1) With a Representative. The following representatives may sue or defend on behalf of a minor or an incompetent person:

(A) a general guardian;

Accordingly, it is hereby

ORDERED AND ADJUDGED that Defendant Glenda Lincoln's Letters [DE's 21, 23, 24] will be construed as her Answer to the Interpleader Complaint.

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida, on this 25th day of February, 2011.



JAMES J. COHN
United States District Judge

Copies provided to:
Counsel of record via CM/ECF
Pro se parties via regular mail

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- (B) a committee;
 - (C) a conservator; or
 - (D) a like fiduciary.

(2) Without a Representative. A minor or an incompetent person who does not have a duly appointed representative may sue by a next friend or by a guardian ad litem. The court must appoint a guardian ad litem—or issue another appropriate order—to protect a minor or incompetent person who is unrepresented in an action.

Fed. R. Civ. P. 17(c).